

**汽車貸款-私家車/商用汽車之條款及細則****TERMS & CONDITIONS FOR VEHICLE FINANCING - PRIVATE CAR/ COMMERCIAL VEHICLE**

1. 汽車貸款-私家車/商用汽車(「汽車貸款」)只適用於以中國工商銀行(亞洲)有限公司(「工銀亞洲」)認可的簇新私家車或商用汽車作為抵押的客戶申請。工銀亞洲擁有絕對酌情權,訂明及不時更改可接納之抵押品或融資比例,而毋須預先通知客戶。The Vehicle Financing – Private Car/ Commercial Vehicle (“Vehicle Financing”) is only applicable to those applications which are secured by brand new private cars or commercial vehicles (“collateral”) and accepted by Industrial and Commercial Bank of China (Asia) Limited (“ICBC (Asia)”). ICBC (Asia) shall have absolute discretion to prescribe and revise the eligibility of collateral and the relevant lending ratio from time to time, including addition or disqualification of eligible collaterals without prior notice.
2. 工銀亞洲可根據申請人所提供的資料及信貸狀況而決定是否接受有關汽車貸款申請,並保留所有就批核汽車貸款申請的最終決定權,而毋須向申請人提供任何理由。如有需要,工銀亞洲有權要求申請人提供更多其他文件作進一步審閱用途。ICBC (Asia)’s decision to approve the application is based on the information provided by the applicant(s) and his/her credit condition. ICBC (Asia) also reserves all rights of final decision in relation to the approvals of applications for Vehicle Financing and is under no obligation to provide any reason. Where necessary, ICBC (Asia) may require the applicant(s) to provide other additional documents for processing the applications further.
3. 工銀亞洲可根據融資比例及抵押品價值而釐定信貸額,計算方法則由工銀亞洲全權決定及不時作出修訂。ICBC (Asia)’s decision to approve the facility limit is based on the lending ratio and the value of collateral. The calculation method is determined and shall be subject to variation from time to time by ICBC (Asia) at its absolute discretion.
4. 汽車貸款利率按申請人的信貸狀況、融資金額及貸款年期而釐訂,並在租購協議上確認。申請之最終審批、融資金額、年期、利率及其他適用條款將由工銀亞洲作最終決定,工銀亞洲毋須向申請人提供任何理由。The interest rate of Vehicle Financing will depend on the applicant(s)’ credit rating, facility amount and loan tenor confirmed on the Hire Purchase Agreement. ICBC (Asia) may at its absolute discretion approve or decline the application and determine the facility amount, tenor, relevant interest rate and other terms without giving any reason.
5. 客戶需按時支付工銀亞洲不規定的利息及/或其他收費。工銀亞洲保留可不定時修訂有關費用及其他適用條款之權利,並以工銀亞洲認為合適的方式將此等修訂通知客戶,有關利息及/或費用將於指定戶口中直接扣取。Customers should pay all interest and/or charges punctually to ICBC (Asia) from time to time as determined by ICBC (Asia). ICBC (Asia) reserves the right to alter the relevant charges and other applicable terms applicable to the Vehicle Financing from time to time and may notify the customers of such alteration in any manner it thinks fit. The interest and/or charges concerned shall be debited directly from the designated account.
6. 如汽車貸款屬於固定利率協議,應付的所有利息均根據“78法則”方法計算,並按一年365天(包括閏年)計算。「78法則」說明可於工銀亞洲網頁([www.icbcasia.com](http://www.icbcasia.com) > 個人金融 > 貸款服務 > 汽車貸款)內瀏覽。In the event that the Vehicle Financing is a fixed rate agreement, all interest payable hereunder shall be calculated in accordance with the “Rule of 78” and on a 365-day year (including leap years). The Explanation of “Rule of 78” is available in ICBC (Asia)’s website ([www.icbcasia.com](http://www.icbcasia.com) > Personal > Loans > Vehicle Financing).
7. 工銀亞洲將於貸款提取日收取預付租金。預付租金相等於首2-6期之租金分期金額(最終條款以租購協議為準)。ICBC (Asia) will charge Advance Hire Rent at the time of loan disbursement. Advance Hire Rent is equal to the amount of the first 2 to 6 instalment amount of Hire Rent (final terms refer to Hire Purchase Agreement).
8. 汽車貸款之相關費用已載於重要資料概要內。分期貸款產品資料概要可於工銀亞洲網頁([www.icbcasia.com](http://www.icbcasia.com) > 個人金融 > 貸款服務 > 汽車貸款)內瀏覽。All relevant charges for Vehicle Financing are set out in the Key Facts Statement. The Key Facts Statement is available in ICBC (Asia)’s website ([www.icbcasia.com](http://www.icbcasia.com) > Personal > Loans > Vehicle Financing).
9. 倘客戶在償還其汽車貸款遇上還款困難,得儘早通知工銀亞洲。Customers should notify ICBC (Asia) as soon as possible of any difficulty in repaying or servicing during the term of facility.
10. 倘客戶未能按要求償付任何有抵押債務、或違反本條款的任何規定、或客戶於債務到期時沒有償還能力或承認沒有償還能力、或客戶正開展與破產、無償債能力或債務重整協議有關或類似的程序、或出現針對客戶的任何資產而進行或執行的法律程序,而對客戶採取法律訴訟或任何其他行動,並於工銀亞洲認為適當的任何時間及任何方式將所有客戶已抵押的資產變現或出售以清償該等有抵押債務。客戶並無任何權利就此等變現或出售而引致的損失向工銀亞洲索賠,無論導致損失的原因為何。In the event that the customer fails to pay on demand of any secured obligation, or there is breach of any provision of these Terms and Conditions, or the customer is insolvent on due date or admits being insolvent, or the customer is being subject to bankruptcy, insolvency or debt consolidation or related procedures, or there is legal proceedings against any assets of the customer, ICBC (Asia) may take legal action or any other action against the customer. ICBC (Asia) may realize or redeem all the assets pledged by the customer in satisfaction of his/her secured obligation at any time and in any way as it thinks fit. The customer shall not have any rights to claim against ICBC (Asia) in respect of losses arising from such sale/redemption regardless of the reason for incurring those losses.
11. 《銀行業(風險承擔限度)規則》第8(85)條對銀行向【關連人士】(包括(1)銀行董事、相關僱員、控權人、小股東控權人或其親屬;(2)銀行或其任何董事、控權人、小股東控權人或其親屬以董事、合夥人、經理或代理人之身份與之有利害的關係的任何商號、合夥人而非上市公司;及(3)銀行其任何董事、控權人、小股東控權人或其親屬為擔保人的任何個別人士、商號、合夥人而非上市公司)放款作出若干限制。當中的親屬的定義為(a)父母、祖父母或外祖父母、或曾祖父母或外曾祖父母;(b)繼父母或領養父母;(c)兄弟或姐妹;(d)配偶;(e)如該人是夫妻關係的一方——該關係中的另一方;(f)同居伴侶;(g)配偶的父母、繼父母或領養父母;(h)配偶的兄弟或姐妹;(i)子、繼子、女、繼女或領養子女;(j)孫或孫女、外孫或外孫女、曾孫或外曾孫、或曾孫女或外曾孫女。若申請人為《銀行業(風險承擔限度)規則》第8(85)條所界定的關連人士,申請人須就其一切所知通知本行。如無該通知,本行將假設申請人與工銀亞洲或其附屬機構沒有關連。倘若申請人在遞交本申請後成為或知悉成為《銀行業(風險承擔限度)規則》第8(85)條所界定的關連人士,申請人將儘速以書面通知本行。“Part 8(85) of the Banking (Exposure Limits) Rules” has imposed on the Bank certain limitations on advances to “Connected Parties” (including, (1) any of the Bank’s directors, relevant employees, controllers, minority shareholder controllers or their relatives; (2) any firm, partnership or non-listed company in which the Bank or its directors, controllers, minority shareholder controllers or their relatives is interested as director, partner, manager or agent; and (3) any individual, firm, partnership or non-listed company of which any director, controller, minority shareholder controllers of the Bank or their relatives is a guarantor). The above term relative is defined as (a) a parent, grandparent or great grandparent; (b) a step-parent or adoptive parent; (c) a brother or sister; (d) the

spouse; (e) if the person is a party to union of concubinage—the other party of the union; (f) a cohabitee; (g) a parent, step-parent or adoptive parent of a spouse; (h) a brother or sister of a spouse; (i) a son, step-son, adopted son, daughter, step-daughter or adapted daughter; or (j) a grandson, granddaughter, great grandson or great granddaughter. The applicant should, to the best of its knowledge, advise the Bank if the applicant is the connected party(ies) according to the meaning of connected party(ies) under “Part 8(85) of the Banking (Exposure Limits) Rules”. In the absence of such advice, the Bank will assume that the applicant is not so related or connected. Applicant should further undertake to advise the Bank promptly in writing if the applicant become aware that it becomes so related or connected in future, that the applicant immediately advises the Bank in writing.

12. 工銀亞洲保留可隨時更改或終止汽車貸款及不時修訂本條款及細則的權利。如有任何爭議，工銀亞洲將保留最終決定權。ICBC (Asia) reserves the right to vary or terminate the Vehicle Financing at any time and to amend these Terms and Conditions from time to time. In case of any dispute, decision of ICBC (Asia) shall be final and conclusive.
13. 並非本條款及細則任何一方的任何人士或實體，將不會擁有於合約（第三者權利）條例（香港法例第623章）下強制執行本條款及細則任何部分的權利。Any person or entity that is not a party to these Terms and Condition shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of Laws of Hong Kong) to enforce any part of these Terms and Conditions.
14. 如本條款及細則的中、英文版本有任何差異，概以英文版本為準。Shall there be any discrepancy between the Chinese and the English versions of the above terms and conditions, the English version shall prevail.